

Exhibit CC

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF LOUISIANA

IN RE: OIL SPILL by the OIL RIG
"DEEPWATER HORIZON" in the
GULF OF MEXICO, on
APRIL 20, 2010

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MDL NO. 2179

SECTION: J

JUDGE BARBIER

MAG. JUDGE SHUSHAN

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ORAL AND VIDEOTAPED DEPOSITION OF:

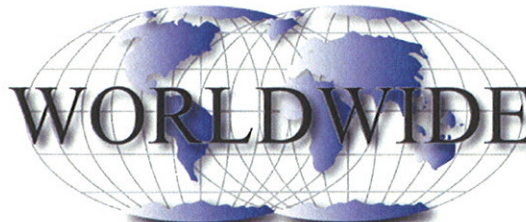


John Mogford

VOLUME 1

JUNE 28, 2011

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1 either event, correct?

2 A. The consequence of failure on an offshore
3 production platform such as THUNDER HORSE is way worse.

4 Q. In terms of money?

5 A. In terms of people.

6 Q. In terms of -- because there are --

7 A. 200 --

8 Q. -- more people --

9 A. -- 200 people onboard, and --

10 Q. And they're BP employees?

11 A. No, the Drilling Contractor is not. The
12 Drilling Contractor is from a competent drilling
13 organization. As I said before, BP does not have the
14 competence to run Drilling Operations. This -- this
15 was a specific conversation about the THUNDER HORSE
16 vessel, where I'd actually raised with them that
17 THUNDER HORSE had a drilling rig, and they mustn't miss
18 sight of the drilling risks on those.

19 Q. You believe this whole presentation is
20 regarding THUNDER HORSE, correct?

21 A. No. No, no, I don't. I don't believe it
22 was all -- but it was not regarding MODUs. This
23 particular piece, it was --

24 Q. I mean --

25 A. -- the --

1 Q. -- the fact of matter is, BP does not
2 implement its off -- off -- its Operations Management
3 System with respect to MODUs, correct?

4 A. I think it implements part of its OMS, and it
5 has a reasonable expectation that, by choosing
6 contractors, contractors have to implement parts of the
7 Management System that BP itself cannot do.

8 Q. And a conscious decision was made by you and
9 others at BP, not to require the implementation of the
10 Operating Management System on MODUs --

11 A. I don't --

12 Q. -- correct?

13 A. -- I don't believe that -- that BP can -- or
14 any operator can implement its Management System onto a
15 Contractor who provides people and equipment.

16 Q. So the conscious decision was made that there
17 would be no requirement in the Contract for the
18 implementation of your Operating Management System in
19 the drilling of wells owned by BP on -- and leased by
20 BP, correct?

21 A. I -- I don't know whether there was a
22 conscious decision to exclude it from contracts, but I
23 believe it would have imported risk to have implied
24 BP's OMS in totality into contract vessels.

25 Q. It -- it was certainly not accidental.

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1 Someone had to consciously decide, we will not -- while
2 we're talking about OMS, all over the company, we will
3 not require that OMS be implemented with respect --

4 A. There are --

5 Q. -- to MODUs?

6 A. -- there are parts of OMS that -- that can be
7 applied. There are parts of OMS which cannot be
8 applied to any kind of contractor-supplied, whether
9 it's a vessel, whether it's a drilling rig, whether
10 it's a marine terminal that's operated by somebody
11 else. BP did not have con -- control of the people. A
12 lot of OMS is about the way you manage people -- the
13 way you implement rules and the way you maintain
14 people.

15 Q. A lot of OMS is about leadership?

16 A. Correct.

17 Q. A lot of it is about pro -- mo -- much of it
18 is about process safety, correct?

19 A. Correct.

20 Q. Much of it is about communication, correct?

21 A. Correct.

22 Q. Much -- much of it is -- would apply with
23 respect to Drilling Engineering, correct?

24 A. Much of it would not apply to Drilling
25 Engineering, as well.

1 Q. Much of it would apply to decisions made with
2 respect to drilling margins related to pore pressure
3 and fracture gradient, correct?

4 A. OMS --

5 Q. In terms of process?

6 A. -- OMS at a Group level could never go to that
7 level of detail.

8 Q. Okay.

9 A. It was not designed to.

10 MR. LEGER: (Indicating.)

11 THE VIDEOGRAPHER: Off the record at
12 12:04 p.m., ending Tape 3.

13 (Recess from 12:04 p.m. to 1:11 p.m.)

14 MR. LEGER: Okay. I believe we're ready
15 to go.

16 THE VIDEOGRAPHER: All set?

17 On the record at 1:11 p.m., beginning Tape 4.

18 Q. (By Mr. Leger) Mr. Mogford, did you have
19 anything to do with the hiring of Kevin Lacy?

20 A. No -- no.

21 Q. Did you even know Kevin Lacy?

22 A. I -- I knew -- I knew him -- I met him once, I
23 think.

24 THE COURT REPORTER: Would you put your
25 microphone on, please.

1 I further certify that I am neither counsel for,
2 related to, nor employed by any of the parties in the
3 action in which this proceeding was taken, and
4 further that I am not financially or otherwise
5 interested in the outcome of the action.

6 SUBSCRIBED AND SWORN to by me on this 28th day of
7 June, 2011.

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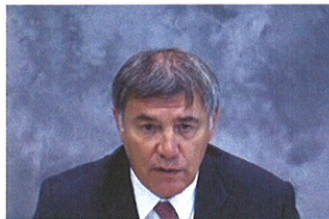
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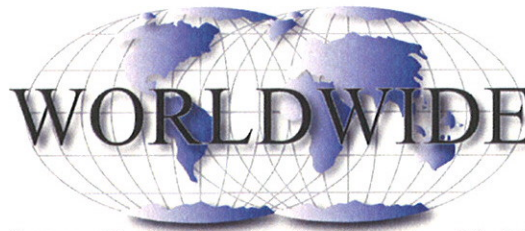


John Mogford

VOLUME 2

JUNE 29, 2011

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1 rigs." This "team will provide verification that rigs
2 are being operated and maintained in accordance with BP
3 Policy (IM/OMS) and manage a central Rig Audit Plan
4 for" the Gulf of Mexico.

5 Do you see that?

6 A. That's what it says.

7 Q. And what does this mean in terms of the
8 responsibility BP has for Contractor verification?

9 MR. FOWKES: Objection, form.

10 A. I don't know. I don't know which policy
11 IM/OMS. There's a -- I think there's a -- there should
12 have been a Gulf of Mexico local Operating Management
13 System. But I can't -- you have to ask the person who
14 wrote it in terms of what they -- what they meant by
15 this.

16 Q. (By Ms. House) There's no reference in here --
17 or I'll represent to you, I've never seen any reference
18 in any of the documents that MODUs are not covered. Is
19 that -- have you ever seen any written reference in
20 anything that says that MODUs are not covered by BP's
21 safety processes?

22 MR. FOWKES: Objection, form.

23 A. No. I -- have you moved -- have we moved on?
24 Sorry, I was still move -- moving on from this.

25 Q. (By Ms. House) Right. And --

1 A. We move -- we moved on from this.

2 Q. Right. There's -- there's no reference to
3 MODUs here, correct?

4 A. So -- sorry. So there's -- there's --

5 MR. FOWKES: Let's just make sure there's
6 a question.

7 A. I -- I'm sorry.

8 Q. (By Ms. House) Okay.

9 A. I just --

10 Q. All right. So let -- let -- let's make it
11 clear.

12 A. That's probably my fault. I just -- probably
13 I just got lost in there.

14 Q. No worries, no worries. If you're lost, then
15 the other people get lost, too, and that's not what we
16 want.

17 Going back to that section that we just
18 covered, 1.4.1.7, we all agree there's no reference to
19 Mobile Operating Drilling Units specifically there,
20 correctly -- correct?

21 A. That's correct.

22 Q. So if MODUs are supposedly not covered, are
23 you aware of any indication in any written document
24 that would say that they aren't?

25 A. The -- the -- so this -- so this is the -- the

1 local Operating Management System for the Drilling
2 Completions Team, and this is what they worked with.
3 As I say, I've never seen it before.

4 In the Group OMS, it's the nonowned, operated,
5 and controlled installations are not included in the
6 scope of OMS.

7 Q. And that would be the only place that you're
8 aware of that that would be referenced?

9 A. Yes.

10 Q. Does having such a gap in the Contractor
11 assurance procedures make sense if the goal is
12 comprehensive safety barriers?

13 A. No. It's -- it's just that using the frame
14 that works at the Group level is not appropriate for
15 installations where B -- as I said before, where BP do
16 not operate, manage, control the workforce.

17 Q. And so, again, the idea is that this
18 verification process is supposed to be the stop gap?

19 A. So it's supposed to bridge -- it's supposed to
20 bridge into the Contractor system.

21 Q. Okay. And could you look at Section 2.5,
22 which is -- it ends 877. Did you find that?

23 And this No. 2.5 is titled "Working With
24 Contractors." And on the left-hand side, it says: "BP
25 entities systematically assure that goods, equipment

1 and services provided by suppliers, contractors and
2 other parties meet contractual and BP requirements."

3 Do you see that?

4 A. Yes, that's correct.

5 Q. And do you have any understanding that -- what
6 was a system for such assurance?

7 MR. FOWKES: Objection, form.

8 A. Not in the Gulf of Mexico.

9 Q. (By Ms. House) Are you aware of any
10 standardized written procedures for such verifications
11 at BP?

12 MR. FOWKES: Objection, form.

13 A. No. Be -- be -- the range of contractors that
14 BP works with means that there are hundreds of bridging
15 documents and systems to manage contractors. It
16 couldn't possibly be managed at the Group level.

17 Q. (By Ms. House) Are you aware, for instance,
18 within the Rig Audit proceeding -- procedures whether
19 or not there's any written verification standard
20 procedures?

21 A. I'm not.

22 MR. FOWKES: Let her finish.

23 A. Sorry. Sorry. I'm -- no, I'm not aware.

24 Q. (By Ms. House) Do you -- in your experience,
25 do you think that using a term like "verification" and

1 I further certify that I am neither counsel for,
2 related to, nor employed by any of the parties in the
3 action in which this proceeding was taken, and
4 further that I am not financially or otherwise
5 interested in the outcome of the action.

6 SUBSCRIBED AND SWORN to by me on this 29th day of
7 June, 2011.

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